

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## AGENDA REPORT

Prepared for the

### CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 12/12/2020

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #307968 through #308137 totaling \$ 787,517.42 and EFT #9101749 to 9101763 totaling \$ 366,724.37 for an A/P total of \$ 1,154,241.79 dated 12/14/20 through 12/18/2020.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## AGENDA REPORT

Prepared for the

### CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 12/19/2020

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #308138 through #308271 totaling \$ 550,616.49 and EFT #9101764 to 9101774 totaling \$ 1,842.00 for an A/P total of \$ 552,65.49 dated 12/121/20 through 12/24/2020.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

# CASCADE COUNTY COMMISSION MEETING

December 22, 2020

Via Zoom

9:30 A.M.

Commission  
Journal #60

**Notice:** Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on January 12, 2021.

**Commission:** Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

**Staff:** Kim Thiel-Schaaf – Aging Services Director, Mary Embleton – Budget Officer, Carey Ann Haight – Deputy County Attorney, Matthew Pfeninger – Treasurer's Office, Les Payne – Public Works Director, Sheriff Jesse Slaughter, Kelton Foster – IT, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

**Public:** None

**Call to Order:** Chairman Larson called the meeting to order.

**Reading of the Commissioners' calendar:** Bonnie Fogerty read the calendar. 01:12

**Purchase orders and accounts payable checks:** See agenda for payment information. Commissioner Briggs made a **MOTION** to approve purchase orders and accounts payable warrants. Motion carries 3-0 04:11

**Treasurer's Report:** Matthew Pfeninger read the report. (See attached report) 04:41

**Consent agenda:** Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

**Approval of the Minutes and Consent Agenda Items:** Commissioner Weber made a **MOTION** to (A) Approve minute entries (November 24, 2020; December 2, 2020) (B) Approval of Routine Contracts as Follows:

## Consent Agenda

**Contract 20-201:** MT DPHHS Contract with Cascade County for CARES Act Funding to be used by the Area 8 Agency on Aging for the purchase of a Suburban to assist with increased Commodities deliveries during the COVID-19 pandemic. Total Award: \$43,000. 06:53

**Resolution 20-70:** Budget Appropriation for the CARES Act Funding Contract to allow for a purchase of a Suburban to assist with deliveries. Total Amount: \$43,000. (Ref: Contract 20-201 & Resolution 20-73) 07:15



**Resolution 20-73:** Budget Appropriation within Fleet Maintenance increasing budget to purchase a Suburban for Commodities due to increased deliveries during COIVD-19 pandemic. (Ref Contract 20-201 & Resolution 20-70) **07:35**

**Resolution 20-74:** Prosecutorial Assistance in State of Montana v. Brandon Kind, Cause #DDC-20-573 **08:08**

**Resolution 20-75:** Prosecutorial Assistance in State of Montana v. Kerri Evans, Cause #DDC-20-574 **08:19**

**Resolution 20-76:** A resolution delegating contracting authority to Cascade County Public Works Director, Les Payne **08:32** (Item pulled by Commissioner Briggs for separate discussion and vote)

**Contract 20-205:** Agreement between the U.S. Department of Justice, Drug Enforcement Administration (DEA) and the Cascade County Sheriff's Office. The DEA will provide funds and equipment to support activities for DEA Special Agents and the CCSO Deputy. Effective: December 1, 2020 – September 30, 2021 **08:42**

**Contract 20-207:** Memorandum of Agreement with US Immigrations & Customs Enforcement (ICE) and the Cascade County Sheriff's Office. The CCSO will participate in the Warrant Service Officer Program (WSO) and will select specific Detention Officers, approved by ICE to perform certain limited functions of an immigration officer within the Cascade County Detention Officer. Effective upon signature by both parties. (No Cost to the County) **10:07**

**Contract 20-208:** Montana Department of Commerce Community Block Grant (CDBG) Program Contract Amendment #MT-CDBG-13HR-01D. Extension of End Date to March 31, 2022 and acceptance of revised Implementation Schedule. (Ref: Contract 16-29, R0318983; 17-79, R0345969; 18-211, R0365566) **10:45**  
**Motion carries 3-0** **13:16**

**AGENDA ITEM #1** **14:39**

**Motion to Approve or Disapprove:**  
MT ExpoPark Rodeo Barn Award

**Contract 20-209:** WVH Enterprises, LLC Total Cost: \$106,000.00

Les Payne, Public Works Director, elaborates. **15:07**

Commissioner Weber made a **MOTION** to **approve** Contract 20-209, bid proposal for WVH Enterprises LLC, of Great Falls, MT, to remove the existing roof and install a new metal roof and to repair and rebuild existing windows, on the Rodeo Barn, located at the Montana ExpoPark, at 400 3<sup>rd</sup> St NW for a total cost to the County of \$106,000.00 **17:17**

**Motion carries 3-0** **18:17**

**AGENDA ITEM #2** **18:29**

**Motion to Approve or Disapprove:**

**Ordinance 21-01:** An Ordinance Establishing Procedure in Cascade County for Selection of the Presiding Officer of the Cascade County Board of Commissioners. (Ref: Ordinance 12-01, R0247337)

Commissioner Briggs elaborates. **19:05**



Commissioner Briggs made a **MOTION** to **approve** Ordinance 21-01, an Ordinance establishing procedure in Cascade County for selection of the presiding officer of the Cascade County Board of Commissioners. **25:56**

Commissioner Weber made comments against the resolution. **26:55**

**Motion carries 2-1 (For: Larson and Briggs; Against: Weber) 29:30**

**AGENDA ITEM #3 29:46**

**Motion to Approve or Disapprove:**

**Ordinance 21-02:** An Ordinance Prohibiting the Carrying & Possession of Weapons Under Certain Circumstances, Pursuant to MCA § 45-8-351 (2019).

Carey Ann Haight – Deputy County Attorney, elaborates. **30:19**

Commissioner Weber made a **MOTION** to **approve** Ordinance 21-02, an Ordinance prohibiting the carrying and possession of weapons under certain circumstances, pursuant to MCA § 45-8-351 (2019) **37:07**

Commissioner Weber comments that she is against this resolution but the County has no choice since it was voted in by the public. **37:46**

Sheriff Slaughter comments. **39:16**

**Motion carries 3-0 40:44**

**AGENDA ITEM #4 42:00**

**Resolution 20-76:** A resolution delegating contracting authority to Cascade County Public Works Director, Les Payne

Carey Ann Haight – Deputy County Attorney, elaborates. **42:37**

Dialogue took place between the County Commission and Carey Ann Haight. **47:06 – 1:07:41**

Commissioner Briggs made a **MOTION** to **approve** Resolution 20-76, with Version #1 a Resolution Delegating Contracting Authority to Cascade County Public Works Director, Les Payne. **1:08:56**

**Motion carries 2-1 (For: Larson and Briggs; Against: Weber) 1:12:32**

**Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)**

None

**Adjournment:** Chairman Larson adjourned this Commission Meeting at 10:44 a.m.

# Agenda Action Report *prepared for the* Cascade County Commission

**ITEM: Establish a Regular Cascade County Commission Meeting Schedule, Posting and Publications for Calendar Year 2021**

**INITIATED &  
PRESENTED BY:** Carey Ann Haight, Deputy County Attorney

**ACTION REQUESTED:** **Approval of Resolution 21-01**

## BACKGROUND:

MCA § 7-5-2122(1) requires the board of county commissioners to establish by resolution a regular meeting date and notify the public of that date. MCA § 7-1-2123 requires the board of county commissioners identify where the board will regularly post notice of its meetings and agendas.

This Resolution establishes a regular 2021 meeting schedule for the Cascade County Commission. Effective: January 1, 2021 - December 31, 2021. This Resolution establishes that public notice of its meetings and agendas will be posted on its on-line Webpage, on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2<sup>nd</sup> Avenue North, Great Falls, Cascade County, Montana and is also available at the office of the county clerk and recorder and that when notice by publication is required that such publication will be in the *Great Falls Tribune*.

**RECOMMENDATION:** Approval of Resolution 21-01.

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission **APPROVE** Resolution 21-01, establishing a regular Cascade County Commission Meeting Schedule, Posting and Publications for calendar year 2021.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission **DISAPPROVE** Resolution 21-01, establishing a regular Cascade County Commission Meeting Schedule, Posting and Publications for calendar year 2021.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**RE: ESTABLISHMENT OF A  
REGULAR CASCADE COUNTY  
COMMISSION MEETING SCHEDULE,  
POSTINGS AND PUBLICATIONS FOR 2021**

**RESOLUTION 21-01**

**WHEREAS**, MCA § 7-5-2122(1) requires the board of county commissioners to establish by resolution a regular meeting date and notify the public of that date; and

**WHEREAS**, MCA § 7-5-2122(2) provides that except as provided in subsection (3) or in the event of an emergency situation under MCA § 2-3-112 affecting the public health, welfare, or safety, all meetings must be held on the date designated in subsection (1) and at the county seat of the board's county.

**WHEREAS**, MCA § 7-5-2122(3) provides that the board may, by resolution and having provided at least 2 days' posted public notice in accordance with MCA § 7-1-2123, designate another meeting time or place.

**WHEREAS**, MCA § 7-5-2122(2) authorizes the board of county commissioners to meet at the county seat at any time for the purpose of attending to county business and by resolution and prior 2 days' posted public notice, designate another meeting time and place; and

**WHEREAS**, pursuant to MCA § 7-1-2123, the Board of Cascade County Commissioners also regularly posts due and sufficient public notice of its meetings on its on-line Webpage at <https://www.cascadecountymt.gov/Calendar.aspx?EID=281>; and

**WHEREAS**, pursuant to MCA § 7-1-2123, the Board of Cascade County Commissioners also regularly posts due and sufficient public notice of its meetings on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2<sup>nd</sup> Avenue North, Great Falls, Cascade County, Montana and is also available at the office of the county clerk and recorder; and

**WHEREAS**, pursuant to MCA § 7-1-2121, the Board of Cascade County Commissioners is required to give public notice of its meetings by publication such notice is published in that certain publication known as the *Great Falls Tribune*, which is a daily general circulation newspaper; and

**WHEREAS** the Board of Cascade County Commissioners is aware of certain scheduling conflicts in 2021 which will require exceptions to the regular meeting dates and work sessions,



**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA, THAT:**

1. Except as set forth below, the regular meeting of the Board of Cascade County Commissioners shall henceforth be held bi-monthly on the *second* (2<sup>nd</sup>) and *fourth* (4<sup>th</sup>) *Tuesday* of each month at 9:30 a.m.,
2. Except as set forth below, the Board of Cascade County Commissioners shall conduct a regular public work session meeting on each *Wednesday preceding the ensuing week's regular Tuesday morning meeting at 2:00 p.m.*,
3. Except in the case of an emergency affecting public health, welfare and safety which has been recognized and/or declared by the Board of Cascade County Commissioners, all regular and special meetings of the Board of Cascade County Commissioners shall take place at and in Cascade County Courthouse Annex, located at 325 2<sup>nd</sup> Avenue North, Great Falls, Cascade County, Montana.
4. In the event of an emergency affecting public health, welfare and safety, which has been recognized and/or declared by the Board of Cascade County Commissioners, all affected regular and special meetings such meetings shall be conducted via a virtual participation platform with public notices specifying the public participation details.
5. Because of known schedule conflicts, the Board herein changes the normally scheduled commission meetings as follows:

Regularly Scheduled Date  
February 23, 2021

New Date  
February 16, 2021

6. Because of the above meeting changes, the Board herein changes the normally scheduled work sessions as follows:

Regularly Scheduled Date  
February 17, 2021

New Date  
February 10, 2021

7. All special meetings of the Board of Cascade County Commissioners which may be required shall be scheduled with no less than 2 days' public notice.
8. The establishment of this meeting schedule shall not prohibit the Board of County Commissioners from exercising its authority and discretion to postpone, cancel or re-schedule meetings as the Board may deem necessary in the public interest pursuant to MCA § 7-5-2122(2).
9. During the agenda item of public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction. (MCA 2-3-103) each member of the public has a maximum of seven minutes to comment.

10. The Board of Cascade County Commissioners shall regularly post due and sufficient public notice of its meetings on its on-line Webpage at <https://www.cascadecountymt.gov/Calendar.aspx?EID=281> .
11. The Board of Cascade County Commissioners shall also regularly post due and sufficient public notice of its meetings on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2<sup>nd</sup> Avenue North, Great Falls, Cascade County, Montana and have available at the office of the county clerk and recorder; and
12. When public notice of its meetings is required by publication, such notice shall be published in that certain publication known as the *Great Falls Tribune*, which is a daily general circulation newspaper.

Passed and adopted this 12<sup>th</sup> day of January, 2021.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

---

Jane Weber, Chairman

---

Joe Briggs, Commissioner

---

James L. Larson, Commissioner

**Attest**

On this 12th day of January 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

---

Rina Fontana Moore  
Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:

Josh Racki, County Attorney

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DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**BOARD OF  
CASCADE COUNTY COMMISSIONERS  
MEETING SCHEDULE**

<u>Work Session</u> <u>Wednesday @ 2:00 p.m.</u>	<u>Commission Meeting</u> <u>Tuesday @ 9:30 a.m.</u>
January 6, 2021	January 12, 2021
January 20, 2021	January 26, 2021
February 3, 2021	February 9, 2021
February 10, 2021	February 16, 2021
March 3, 2021	March 9, 2021
March 17, 2021	March 23, 2021
April 7, 2021	April 13, 2021
April 21, 2021	April 27, 2021
May 5, 2021	May 11, 2021
May 19, 2021	May 25, 2021
June 2, 2021	June 8, 2021
June 16, 2021	June 22, 2021
July 7, 2021	July 13, 2021
July 21, 2021	July 27, 2021
August 4, 2021	August 10, 2021
August 18, 2021	August 24, 2021
September 8, 2021	September 14, 2021
September 22, 2021	September 28, 2021
October 6, 2021	October 12, 2021
October 20, 2021	October 26, 2021
November 3, 2021	November 9, 2021
November 17, 2021	November 23, 2021
December 8, 2021	December 14, 2021
December 22, 2021	December 28, 2021



Resolution 21-02

**ITEM: Establish the Daily Rate of Incarceration for Calendar Year 2021**

**INITIATED &  
PRESENTED BY:** Carey Ann Haight, Deputy County Attorney

**ACTION REQUESTED:** Approval of Resolution 21-02

MCA § 46-18-403, states that “the daily rate for incarceration must be established annually by the board of county commissioners by resolution.

This Resolution establishes the daily rate of incarceration for calendar year 2021 at \$95.00/per day. Effective: January 1, 2021 - December 31, 2021.

**RECOMMENDATION:** Approval of Resolution 20-02.

Madam Chair, I move that the Commission **APPROVE** Resolution 21-02, establishing the daily rate of incarceration for FY 2020-2021 at \$95.00/per day.

Madam Chair, I move that the Commission **DISAPPROVE** Resolution 21-02, establishing the daily rate of incarceration for FY 2020-2021 at \$95.00/ per day.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF  
DAILY RATE FOR INCARCERATION  
CALENDAR YEAR 2021**

**RESOLUTION 21-02**

**WHEREAS, MCA 46-18-403**, states that “the daily rate for incarceration must be established annually by the board of county commissioners by resolution”; and

**WHEREAS**, the daily rate must be equal to the actual cost incurred by the detention facility; and

**WHEREAS**, it has been determined that the actual costs incurred by the detention facility on an average daily basis are **\$95.00 per inmate** for each day incarcerated,

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Cascade County that the daily rate for confinement costs, other than for actual medial costs, as ordered by the court are paid in advance of confinement and prior to the payment of any fine, is hereby established at **\$95.00** per day; and,

**BE IT FURTHER RESOLVED**, if a judgement is for a fine and imprisonment until the fine is paid, the detainee shall be allowed a credit of **\$95.00** for each day of incarceration; and,

**BE IT FURTHER RESOLVED**, an inmate is responsible for actual costs of medication, medial services, or hospitalization while detained in a detention center, based upon the individual’s ability to pay and/or private provider health care coverage, or a bonafide and responsible third-party payer; and,

**BE IT FURTHER RESOLVED**, that the County Attorney shall initiate proceedings to collect from the inmate any charges arising from the medial services or hospitalization in accordance with **MCA 7-32-2245**.

Passed and adopted this 12th day of January, 2021.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
Jane Weber, Chairman

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
James L. Larson, Commissioner

**Attest**

On this 12<sup>th</sup> day of January, 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore, Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

January 12, 2021

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:**                      **Great Falls Airport Authority Board Appointment**

**PRESENTED BY:**              **Commission**

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**Great Falls Airport Board Appointment**

<b><u>Applicant)</u></b>	<b><u>Vacancy (1)</u></b>	<b>Term Expiration December 31, 2023</b>
<b>Robert David Smith</b>	<b>_____</b>	<b>Requesting Re-Appointment (Served 1 term)</b>





Cascade County Commission  
**CASCADE COUNTY  
BOARD APPLICATION**  
OCT 08 2020



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 10/1/2020

NAME Robert David Smith

TELEPHONE (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) 406-788-4069 (E-Mail) robertdcbridgemail.com

CURRENT ADDRESS 2501 Larkspar Lane, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Supervisory Senior Special Agent  
US Customs Service / Cascade School District School Board (1991-1993)

Previous Volunteering or County Boards Cascade School District

Current Volunteering or County Boards Great Falls International Airport Board  
01/2018 to Present

Current Employer RD Smith Consulting LLP

Education MS in Education - 1968 Emporia State University

Please indicate which of the following Boards/Trustee positions you are interested in.  
Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Board of Health           | <input type="checkbox"/> Fire Fee Service Area                    | <input type="checkbox"/> Planning                   |
| <input type="checkbox"/> Compensation              | <input checked="" type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal                 |
| <input checked="" type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit                      | <input type="checkbox"/> Weed Board                 |
| <input type="checkbox"/> ExpoPark Advisory         | <input type="checkbox"/> Historic Preservation Advisory           | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area        | <input type="checkbox"/> Library Trustee                          | <input type="checkbox"/> Other                      |

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

1.) Great Falls Airport Authority

2.) DUI Task Force

Please see attached resume.



CASCADE COUNTY  
BOARD APPLICATION

Cascade County Commissioners

RECEIVED

DEC 13 2017



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2<sup>nd</sup> Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 12/13/2017

NAME Robert David Smith

TELEPHONE (Home)

406 788 4069

(Work)

(Cell)

(E-Mail)

robertdcbridge@mail.com

CURRENT

ADDRESS 2501 Larkspur Lane Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Supervisory Senior Spread Agent

US Customs Service / Cascade School District School Board

1991-1993

Previous Volunteering or County Boards CASCADE School District

Current Volunteering or County Boards Great Falls International Airport Board

01/2018 to Present

Current

Employer

RDSmith Consulting LLP

Education

MS in Education - 1968 Emporia State University

Please indicate which of the following Boards/Trustee positions you are interested in.

Mark 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> choices below.

☐ Board of Health

☐ Fire Fee Service Area

☐ Planning

☐ Compensation

☒ Great Falls Airport Authority

☐ Tax Appeal

☒ DUI Task Force

☐ Great Falls Transit

☐ Weed Board

☐ ExpoPark Advisory

☐ Historic Preservation Advisory

☐ Zoning Board of Adjustment

☐ Fire District Area

☐ Library Trustee

☐ Other

Please list special experience or education you may have for serving on any of the boards  
(Additional information, comments or resume may be added to the back of this form.)

Please see attached Resume



**Robert David Smith  
2501 Larkspur Lane  
Great Falls, MT 59404  
(406) 788 4069**

## **HIGHLIGHTS OF QUALIFICATION**

Special Investigator conducting background investigations for Alcohol, Tobacco, Firearms and Explosives, US Dept. of Justice, per Agency and Office of Personnel Management directives

Special Investigator conducting background investigations for CACI International, Inc., KeyPoint, per Office of Personnel Management and General Accounting Office directives

Independent Contract Instructor, US State Department, Anti-terrorism Assistance Program

Customs-Trade Partnership Against Terrorism (C-TPAT) intermittent contractor/supply chain security chain specialist

Train the Trainer Instructor, US Customs Service, Office of Training and Development

Former US Customs Senior Special Agent, with extensive experience in drug enforcement, interdiction, border security, asset forfeiture, and Customs training

Contract Staff Instructor, US Dept. of State, Anti-terrorism Assistance Program

## **PROFESSIONAL HISTORY**

**Contract Special Investigator (Montana), US Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, 2006 – Present**, Special Investigator contracted to conduct background investigations for the Bureau of Alcohol, Tobacco, Firearms and Explosives in the state of Montana.

**Contract Special Investigator (Montana), CACI International, Inc.**, Special Investigator contracted to conduct background investigations for GAO and OPM contracts, credentialed by OPM in 2010.

**Contract Special Investigator (Montana), from 2010 – 2014**, Special Investigator contracted to conduct background investigations for Keypoint Government Solutions, credentialed by OPM in 2010.

**Contract Staff Instructor, US Dept. of State, Anti-terrorism Assistance Program, 2010 to 2010**, Contract instructor for classroom instruction, presentations and exercises in accordance with guidelines and directives set forth by the Dept. of State Diplomatic Security Office of Anti-terrorism Assistance



**Contract Field Representative, Thomas E. Blanchard & Associates, 2006 – 2015**

Field Representative supporting Thomas E. Blanchard & Associates for US Treasury seized property contract, and Bureau of Indian Affairs (BIA) follow-up special investigator

**Contract Field Intelligence Officer (Montana and Idaho), US Dept. of Justice, National Drug Intelligence Center, 2002 – 2011,**

Field Intelligence Officer contracted to gather data/intelligence from law enforcement, state and private entities in Montana and Idaho; forward gathered information to National Drug Intelligence Center, Johnstown, PA, in the form of reports for analysis at the federal level.

**Contract Instructor, U.S. Customs Service, Office of International Affairs**

**Train the Trainer Instructor, 2002 – 2004,** Subject Matter Expert/Intermittent Contractor under the Export Border Control Security Program (EXBS)

**Smith Aviation Testing, Great Falls MT**

**Owner/Chief Flight Instructor, 1996 – 2002,** Owner and Chief Pilot and Flight Instructor for FAA certified Part 141 Flight School, FAA testing center, and Part 135 Charter Operation – 5000 hours logged of flight time. Commercial pilot, advanced ground and flight instructor, and certified aviation mechanic

**U.S. Customs Service, Great Falls MT**

**Resident Agent in Charge, 1984 – 1997,** RAC for Montana, Wyoming, Idaho and adjacent Canadian provinces: with many felony arrests; seizure and forfeiture of 2,000+ acres and related properties; investigations of smuggling, conspiracy, racketeering and money laundering activities; asset forfeiture; initiated asset-sharing program between Customs and state/local law enforcement; liaison between US Customs, Royal Canadian Mounted Police, Canada Customs, Canadian police departments; coordinated activities with Montana Highway Patrol, Montana Sheriffs and Peace Officers, local police and sheriffs' departments and the Montana Air National Guard.

**U.S. Customs, Pembina, ND**

**Resident Agent in Charge, 1981 - 1984**

RAC for North Dakota, South Dakota, Minnesota and adjacent Canadian provinces: numerous felony arrests in currency/money laundering and drug smuggling activities; worked extensively with outlying Customs ports of entry; acted as liaison between Customs and related Canadian law enforcement agencies; coordinated activities between federal, state and local law enforcement agencies.

**U.S. Customs Service, Seattle WA**

**Senior Special Agent, 1978 - 1981**

Created and supervised satellite Customs office at Sea-Tac International Airport; participated in waterfront surveillance of cargo vessels; maintained full and active caseload.

**U.S. Customs Service, Washington, D.C.**

**Senior Special Agent and Instructor, 1976 - 1978**

Coordinated and supervised Special Agent Training program; coordinated Customs national electronic interception and informant programs; initiated and designed format for U.S. Customs Special Agent Handbook/Manual; wrote several handbook chapters on various topics including electronic interception and confidential sources.

**U.S. Customs Service, Glynco GA****Senior Special Agent and Instructor, 1975 - 1976**

Instructor at Federal Law Enforcement Training Center, Glynco, GA: instructed Customs special agent trainees in Customs law and procedure and criminal investigation; assisted in case investigation conducted in South Carolina.

**U.S. Customs Service, Great Falls MT****Special Agent/Pilot, 1972 - 1975**

Special Agent/pilot duties in Montana, Wyoming, Idaho and adjacent Canadian provinces: maintained extensive, active investigation caseload; piloted Customs aircraft; acted as liaison between related Canadian law enforcement agencies and U.S. Customs; instructor of Cabinet Committee for International Narcotic Control - overseas.

**U.S. Secret Service, Kansas City MO****Special Agent, 1971 - 1972**

Secret Service Agent in Kansas and Missouri: assigned to protective details for former Presidents Truman and Nixon, and Vice President Agnew; conducted counterfeiting and assigned investigations from Kansas City field office.

**Civilian Education Systems (various), Kansas, Missouri, and Jeddah, Saudi Arabia  
Teacher; Director of Western Missouri Mental Health Center (Kansas City), 1966 - 1971**

Science and mathematics teacher (middle school) in Kansas and Jeddah, Saudi Arabia; Interim Director for a mental health center in Missouri; aviation ground school instructor; Pack Leader, Boy Scouts of America (Jeddah, Saudi Arabia).

**EDUCATION**

Emporia State University, Emporia, Kansas  
MS Ed., Education

Emporia State University, Emporia, Kansas  
BS Ed., Education

**ADDITIONAL INFORMATION**

Top Secret Security Clearances – 1970 to present

Secret Security Clearance – updated throughout years of federal and contract employment  
Computer literate; Excel; PowerPoint, Word, WordPerfect; digital cameras and projection equipment; training course curriculum development and implementation

**REFERENCES**

Available upon request



January 12, 2021

Contract 21-03

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**                      **Contract Between Cascade County & Great Falls Turf Club  
for Removal & Replacement of New Fence**

**INITIATED BY:**              **Cascade County Public Works Department**

**ACTION REQUESTED:**    **Approval of Contract #21-03**

**PRESENTED BY:**            **Les Payne, Public Works Director**

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**BACKGROUND:**

Great Falls Turf Club has requested to have a 76' of old metal fence removed and replaced with a new White Slat Master Chain Link fence, on the Northside of the Jockey's building, at the Cascade County's ExpoPark facility located at 400 3<sup>rd</sup> St NW, Great Falls, Montana 59404.

**RECOMMENDATION:**

Cascade County Staff recommends the commission approve the contract for GFTC to move forward with the removal and replacement of 76' of White Slat Master Chain Link Fence, on the Northside of the Jockey's building. GFTC would be responsible for the payments, to the following contractors, Great Falls Fence, of Great Falls, for the amount of \$4626.00.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"I move the Cascade County Commission **APPROVE** Contract 21-03, for GFTC to move forward with the removal and replacement of 76' of White Slat Master Chain Link Fence, on the Northside of the Jockey's building. GFTC would be responsible for the payments, to the following contractors, Great Falls Fence, of Great Falls, for the amount of \$4626.00."

**MOTION TO DISAPPROVE:**

"I move the Cascade County Commission **DISAPPROVE** Contract 21-03."



## CONTRACT

In consideration of the mutual promises and consideration set forth herein between the Great Falls Turf Club, Inc., a domestic non-profit public benefit corporation whose mailing address is PO Box 82, Great Falls, Montana 59403 (GFTC) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

**1. Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the GFTC to remove 76 feet of old metal fencing and replace with new 8' White Slat Master Chain Link at Cascade County's ExpoPark facility at 400 3<sup>rd</sup> Street NW, Great Falls, Montana 59404 as set forth in the Great Falls Fence (Contractor) proposal dated December 16, 2020 which is attached hereto and incorporated herein and incorporated herein as Exhibit A. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed between the Jockey Building and the Pacific Steel and Recycling Center, located within ExpoPark, at 400 3<sup>rd</sup> St NW, Great Falls, MT and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

**2. Performance Standards:** Except as otherwise expressly provided, the GFTC shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. The GFTC shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). The GFTC will promptly repair any damage. The GFTC will be required to properly sign and secure the work site, as circumstances may require, so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

**3. Contract Time:** The GFTC shall fully complete the Contract Work no later than thirty (30) from completion of work. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

**4. Contract Sum:** In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the GFTC shall be solely financially responsible for the Contract Work and all payments due thereunder to Contractor and all other subcontractors and individuals enlisted or employed to perform the Contract Work. The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. The GFTC has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum set forth in Exhibits A. The GFTC Contract Sum is inclusive of labor, materials, and insurance. The GFTC shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Force Majeure:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

6. **Insurance:** Prior to commencing work under this agreement, the GFTC shall purchase and maintain until final payment on all Contract Work such insurance as will protect the GFTC from claims which may arise out of or result from the GFTC's operations under the Contract and for which the GFTC may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, GFTC will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

7. **Indemnification:** The GFTC agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

8. **Montana Prevailing Wage Rate and Gross Receipts Tax:** The GFTC may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. The GFTC, if required, will pay Montana Davis Bacon wages.

9. **General Warranty:** The GFTC warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

10. **Choice of Law and Venue:** This Contract shall be construed under the laws of the GFTC of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

11. **Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

12. **Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.



13. **Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this 28<sup>th</sup> day of December, 2020

**Great Falls Turf Club:**

  
\_\_\_\_\_  
Warren Kottke



## Great Falls Fence

705 So. Vaughn Frontage Rd.  
Great Falls, MT 59404

Phone: 406-836-2821

16-Dec-20

Casade County  
Attn: Les Payne

Great Falls, MT 59404

### MT Expo Park Fence Replacement

We propose to bid the following items:

Item #	Item Description	Unit	Quantity	Unit Price	Total
1	8' White Slat Master Chain Link	LNFT	76.00	\$51.00	\$3,876.00
2	removal	LS	1.00	\$750.00	\$750.00
					\$4,626.00

Bid Excludes: Staking, Grading, Clearing, Grubbing, Spoils Removal, Coring, Concrete Flatwork, Electrical, Traffic Control, Access Controls, Signage or Grounding. (Unless otherwise noted above)

If you have any questions, please feel free to contact me at 406-836-2821.

Thank you,

Lee Carter  
Estimator

Ok, Wams H Kirkby Great Falls Turf Club!

Jan 11 2011



Montana Department of  
**LABOR & INDUSTRY**

## **CERTIFICATE OF CONTRACTOR REGISTRATION**

WUTKE LLC DBA MILD FENCE DBA BAKKEN FENCE  
CO DBA GREAT FALLS FENCE DBA BRIDGER FENCE  
DBA FRONTIER FENCE DBA IDAHO FENCE  
3465 HWY 93 N  
KALISPELL, MT 59904-6814

**STATUS**

Employer

**REGISTRATION NO.**

3123

**EFFECTIVE DATE**

11/18/2019

**EXPIRATION DATE**

11/17/2021

Visit our website at [www.mtcontractor.com](http://www.mtcontractor.com) or call the  
Registration Section at **406-444-7734** for more information  
or to verify the validity of this certificate.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LECHNER & STAUFFER, INC. 589 MAIN ST. P.O. BOX 26 PENNSBURG PA 18073	<b>CONTACT NAME:</b> Angie Fegely <b>PHONE (A/C, No, Ext):</b> (267) 923-3339 <b>E-MAIL ADDRESS:</b> fegely.a@lechnerstauffer.com <b>FAX (A/C, No):</b> (215) 679-4348																					
<b>INSURED</b> Wutke LLC, DBA: Great Falls Fence 3465 US Highway 93 N Kalispell MT 59901	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Underwriters Ins Co</td><td>30104</td></tr><tr><td>INSURER B:</td><td>Hartford Ins Co of the Midwest</td><td>37478</td></tr><tr><td>INSURER C:</td><td>Hartford Casualty Ins Company</td><td>29424</td></tr><tr><td>INSURER D:</td><td>Hartford Fire Ins Company</td><td>19682</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Underwriters Ins Co	30104	INSURER B:	Hartford Ins Co of the Midwest	37478	INSURER C:	Hartford Casualty Ins Company	29424	INSURER D:	Hartford Fire Ins Company	19682	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 20-21 Great Falls**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		44UEAFG7826	09/29/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			44UEAZL5882	09/29/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			44RHAZL5748	09/29/2020	01/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	44WNQU3390	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Public Works Director along with the owner, their officers, agents and employees are included as additional insured with regard to the General Liability in relation to work performed by the Named Insured as outlined via written contract.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**COMMON POLICY DECLARATIONS**CPS3150617  
Renewal of NumberUnderwritten by: Scottsdale Insurance Company  
Home Office:  
One Nationwide Plaza • Columbus, Ohio 43215  
Administrative Office:  
8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
1-800-423-7675 • A Stock CompanyPolicy Number  
**CPS7103202****ITEM 1. NAMED INSURED AND MAILING ADDRESS**

GREAT FALLS TURF CLUB INC

PO BOX 82  
GREAT FALLS MT 59403Issued in an unauthorized insurer under The Surplus Lines Insurance Law, under surplus lines insurance producer license No. 770329 and NOT covered by the property & casualty Guaranty fund of this state if the unauthorized insurer becomes insolvent.**AGENT NAME AND ADDRESS**BIG SKY UNDERWRITERS (MISSOULA, MT) 2432 KEMP ST  
MISSOULA MT 59801-7588

Agent No.: 25002 Program No.: AT

**ITEM 2. POLICY PERIOD** From: 04/22/2020 To: 04/22/2021 Term: 365

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: ORGANIZING LOCAL RACE MEET AND SIMULCAST OPERATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ 500 MP
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ 250 MP
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
	\$
<b>Total Policy Premium</b>	\$ 750.00
<b>TOTAL TAXES AND FEES</b>	\$ 124.38
	\$
<b>Policy Total</b>	\$ 874.38

Form(s) and Endorsement(s) made a part of this policy at time of issue:

**See Schedule of Forms and Endorsements**

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.



## WORKERS' COMPENSATION POLICY INFORMATION PAGE

### 1. INSURED:

GREAT FALLS TURF CLUB INC  
 PO BOX 82  
 GREAT FALLS MT 59403

Policy #: 03-408448-3  
 Team: Select  
 Date: 05/29/2020  
 Entity Type: Corporation  
 Reporting Basis: Annually  
 Tax ID #: XXXXX0698

### Physical Address:

400 3RD ST NW  
 GREAT FALLS MT 59403

Agent: DUSTIN KLOSTERMEIER  
 Agency: HUB INTERNATIONAL MOUNTAIN STATES LTD  
 100 PARK DRIVE S  
 GREAT FALLS MT 59401  
 Phone: (406) 453-1681

2. **POLICY PERIOD:** From 07/19/2020 12:01 A.M. to 07/19/2021 12:01 A.M. at the insured's mailing address.

### 3. COVERAGE:

A. WORKERS' COMPENSATION INSURANCE: Part One of the policy applies to the Workers' Compensation Law of the state's listed here: Montana

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to the work in each state listed in Item 3.A. The limits of liability under Part Two are:

\$100,000.00 Bodily Injury By Accident, Each Accident  
 \$100,000.00 Bodily Injury By Disease, Each Employee  
 \$500,000.00 Bodily Injury By Disease, Policy Limit

Minimum Employers Liability: \$0.00

### C. OWNERS/OFFICERS:

Name	Title	% Ownership
KOTTKE, DIANE	Secretary/Treasurer	0.00%
KOTTKE, FRANK	President	0.00%
SALLEY, EARL	Vice President	0.00%

### D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

90-Day Reporting Requirement-Notification of Change in Ownership Endorsement WC 00 04 14 A (Ed. 1-19)





Catastrophe Premium Endorsement WC 00 04 21 D (Ed. 1-15)  
MSF Policyholder Asset Endorsement SB360 (Rev 05/2018)  
Montana Intentional Injury Exclusion Endorsement WC 25 03 05 (Ed. 7-02)  
Montana Safety Endorsement WC 25 06 02 (Ed. 1-94)  
Notification Endorsement of Pending Terrorism Risk Ins Program Reauthorization Act of 2015 WC 00 01 15 (Ed. 1-20)  
Schedule of Corporate Officer(s) or LLC Manager(s) Endorsement LF100L27  
Terrorism Risk Insurance Program Reauthorization Act Endorsement WC 00 04 22 B (ED. 1-15)  
Workers Compensation, Occupational Disease and Employer Liability Insurance Policy PF100C (Rev 10/2016)  
Volunteers Endorsement LF100L19

**4. PREMIUM:** The premium for this policy will be determined by our Manuals of Rules, Class Codes, Rates, and Rating Plans. All information required below is subject to verification and change by audit. You must notify us of any change in your business operations.

CODE	DESCRIPTION	ESTIMATED PAYROLL	RATE	ESTIMATED PREMIUM
8279-08	RACE TRACK: HORSE/DOG-ALL OTHER EMP & DRIVERS	\$0.00	\$12.32	\$0.00
8720-03	RACE TRACK OPERATION-HORSE OR DOG-OFFICIALS	\$0.00	\$1.72	\$0.00
Minimum Premium/Minimum EL Premium Adjustment				\$240.00
Expense Constant				\$185.00
Department of Labor & Industry (DLI) Assessments:				
Occupational Safety and Health (OSH) Assessment – Assessment Percentage:		0.8076%		\$3.43
Workers Compensation Administrative (Admin) Assessment – Assessment Percentage:		1.6159%		\$6.87
Stay at Work/Return to Work (SAW/RTW) Assessment – Assessment Percentage:		0.0000%		\$0.00
Subsequent Injury Fund (SIF) Assessment – Assessment Percentage:		0.4368%		\$1.86
<b>TOTAL ESTIMATED COST:</b>				<b>\$437.16</b>

**INSTALLMENT SCHEDULE:**

Item or Installment #	Premium	DLI Admin	DLI SAW/RTW	DLI OSH	DLI SIF	Total	Billing Month
Expense Constant	\$185.00	\$2.99	\$0.00	\$1.49	\$0.81	\$190.29	07/2020
1	\$240.00	\$3.88	\$0.00	\$1.94	\$1.05	\$246.87	07/2020

The information provided on the Policy Information Page represents the current policy state as of the date issued.

cc: DUSTIN KLOSTERMEIER





SCOTTSDALE INSURANCE COMPANY®

**CHANGE ENDORSEMENT NO. 1**

Policy No. CPS7103202

Effective Date 04/22/2020

12:01 A.M. Standard Time

Named Insured GREAT FALLS TURF CLUB INC

Agent No. 25002

**COVERAGE PART INFORMATION**—Coverage parts affected by this change as indicated by ☒ below:

<input type="checkbox"/> Commercial Property	
<input checked="" type="checkbox"/> Commercial General Liability	0.00
<input type="checkbox"/> Commercial Crime	
<input type="checkbox"/> Commercial Inland Marine	0.00
<input type="checkbox"/> Commercial Liquor Liability	

**CHANGE DESCRIPTION**

In consideration of no change in premium, it is hereby understood and agreed that the following amendments have been made to this policy.

Additional Insured - Designated Person or Organization modified

**PREMIUM CHANGE**

Additional \$ 0.00

Return \$ 0.00

11/11/2020

AUTHORIZED REPRESENTATIVE

DATE